### ASSIGNMENT OF COMMERCIAL CONTRACT FOR PURCHASE OF REAL ESTATE

THIS ASSIGMENT is made by Michael Munier (hereinafter referred to as "Assignor") to The City of Daytona Beach, (hereinafter referred to as "Assignee") as of the date of last signature below.

#### WITNESSETH:

WHEREAS, Assignor has entered into a certain Commercial Contract with Domco, Inc. as "Seller", and Assignor as "Buyer", which Agreement was executed on March 13, 2018, by said Assignor, and on March 14, 2018, by said Seller, for the purchase and sale of certain real property being, lying, and situated at 730 East International Speedway Boulevard, Daytona Beach, Volusia County, Florida, and more particularly described in said Commercial Contract, copy of said Contract being attached hereto as Exhibit "A"; and,

WHEREAS, Assignor has provided an executed Tenant Estoppel Letter establishing that leasehold interests in the property will terminate prior to closing; a copy of said Tenant Estoppel Letter is attached hereto as Exhibit "B"; and,

WHEREAS, Assignor desires to assign, transfer, sell, and convey to Assignee all of Assignor's right, title, and interest in, to, and under said Commercial Contract; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title, and interest in, to, and under said Commercial Contract;

NOW, THEFORE, for good and valuable consideration, the receipt and sufficiency of is hereby acknowledged, Assignor has assigned, transferred, sold, and conveyed, and by these presents does hereby assign, transfer, sell, and convey unto Assignee all of Assignor's right, title, and interest in, to, and under said Commercial Contract.

Assignee shall reimburse Assignor the real estate deposit amount of \$25,000, as provided in the Commercial Contract, for which the Assignee shall receive full credit upon closing pursuant to the terms of that Contract.

Assignee hereby assumes all of Assignor's duties and obligations under said Commercial Contract.

Assignor does hereby remise, release and quitclaim all right, title and interest in and to both the Commercial Contract and the Property.

Witnesses as to Assignor:	Michael Munier
1st witness: The A Pacono	B DocuSigned by: 19E60AA01BD945C
Printed name: Taige - Frame	Date: 4/16/2018
2 <sup>nd</sup> witness:	Attest:
Printed name: CARC CENTZ	
Witnesses as to Assignee:	The City of Daytona Beach
1 <sup>st</sup> witness:	By:
Printed name:	Date:
and with and	
2 <sup>nd</sup> witness:	Attest:  Letitia LaMagna, City Clerk
Printed name:	
Approved as to Legal Form:	
Robert Jagger, City Attorney	

, DocuSign Envelope ID: 666BF1C6-2658-4C23-6B3C-7664AD9E532B

Commercial Contract
---------------------

	1º 1. PARTIES AND PROPERTY: Michael Munier, and/or any Assigns	("Buyer")
2	agraes to buy and Domco inc	
, 4	agrees to sell the property as: Street Address: 730 East International Speedway Blvd, Daytona Beach	FL 32118
6	V-L	····
6*	LOTS 1 & !! EXC E 86 FT BLK 4 DAVIS DAYTONA MB 5 PG 141 PER OR 2481 PG 0049	
7'*	and the following Personal Property: N/A	
8.		(M)
9 10°	(all collectively referred to as the "Property") on the terms and conditions set forth below,	1,075,000
114	♥ Signature of the control of the c	
12	("Eccrow Agent") (chacks are subject to acquat and final collection)	25,000
13*	Escrow Agent's address:Phone:	
14*	(b) Additional deposit to be made to Escrow Agent within days after Effective Date \$	
15°	(c) Additional deposit to be made to Escrow Agent within days after Effective Date \$  (d) Total financing (see Paragraph 5)	
16*	(d) Total financing (see Paragraph 5)	
17*	(e) Other\$	. Min &
18 19* 20	(f) All deposite will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ check(s) < wire transfer.	975,999
21 3 22 4	3. TIME FOIL ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed I and Buyer and an executed copy delivered to all parties on or before	y Seller ill be
29 Y 24 C	windrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer wild ays from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on wi	ll be 3
25 I	ast one of the Seller and Buyer has signed or initialed and delivered this offer or the first counter a	<b></b>
7 U	Calendar day's will be used when computing time periods, except time periods of 5 days or less. Time periods or less will be computed without including Saturday. Sunday, or national legal holidays. Any time periods	تدساؤكست الم
8 U	on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is seence in this Contract.	s of the
	CLOSING DATE AND LOCATION: 30 Days after the	
	(a) Closing Date: This transaction will be closed on end of Due Diligence (Closing Date) trales of	ecifically
<b>!</b>	extended it y other provisions of this Contract. The Closing Date will prevail over all other time periods included to Financing and Due Diligence periods. In the event insurance underwriting is suspended on	uding, but Closing
	Date and it uyer is unable to obtain property insurance. Buyer may positione closing up to 5 days after the	e Cinalifi
	insurance underwriting suspension is lifted.	
<b>. B</b> u	lyer () and Seller () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages	
-4 R	tev. 12/10 620 to Florida Association of REALTORS All Rights Reserved	

(if the blank, cit  by Let ellor: Closing with take place in		37' (b) Let ation: Closing will take place in Volusia County Florida (if left blank of
BUYER'S OBLIGATION: Within		will take place in the county where the property is located.) Closing may be conducted by mail or electronic m
BUYER'S OBLIGATION: Within		
The training in a famour in to excess a price or \$ with a filted variable interest rate not to exceed \$ with a filted variable interest rate not to exceed \$ with a filted variable interest rate not to exceed \$ with a filted variable interest rate not to exceed \$ wears, and amortized over years, with additional torms as follows:  **Buyer will timely provide any and all credit, employment, financial and other information reasonably required by a years, with additional torms as follows:  **Buyer will timely provide any and all credit, employment, financial and other information reasonably required by a years, with additional torms as follows:  **Buyer will timely provide any and all credit, employment, financial and other information reasonably required by a years, with additional to select and provided by a lender. Buyer will be considered by a financial or an application status and authorizes the lender to discipse all such information to Seller and Broker. Buyer will notify Seller immedia to provide a lender of discipse all such information to Seller and Broker. Buyer will notify Seller immedia to provide a lender of discipse all such information to Seller and Broker. Buyer will notify Seller immedia to provide a lender and tender to discipse all such information to Seller and Broker. Buyer will notify Seller immedia to provide a lender seller and the seller and Broker. Buyer and within a lender seller and the seller and the seller and Broker. Buyer may within a days (3 days if Buyer discips to obtain Loan Approval Date. Buyer and will contract to the satisfaction, by closing, of those conditions of Loan Approval Date and thereafter silker party elects to cancel this Contract as sel forth above or the satisfaction, by closing, of those conditions of Loan Approval Date and thereafter silker party elects to cancel this Contract as sel forth above or surper silker and buyer and surper seller will be entitled as self-orth above or Buyer falls to use gend fall or reasonable diligence but does not obtain a self-orth		·
** Into the cambed — % per year with an initial variable interest rate not to exceed — %, with a fixed whethers?  ** Into the cambed — % per year with an initial variable interest rate not to exceed — %, with a fixed whethers?  ** or lear feet and to exceed — % of the principal amount, for a term of		40" BUYER'S OBLIGATION: Within days (5 days if left blank) after Effective Date, Buyer will apply for third i
years, with additional ferms as follows:  Buyer will timely provide any and all credit, employment, financial and other information reasonably required by a lender, Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval withindays (45 days) a lender, Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval withindays (45 days) and lender to disclose all such information of conditions of the Loan Approval, and (iii) close the loan, Buyer will keep Beller and Broker fully informed about toan application status and author/zee the mortoget inxier and lender to disclose all such information to Seller and Broker. Buyer will notify Seller Immedia upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable diligence, faile to obtain Loan Approval by Loan Approval Date, Buyer may withindays (3 days, 11 Buyer) and provide in the seller may desire the seller in the seller in the seller may desire the seller in the seller in the seller may fine the seller in the seller in the seller may desire the seller in the seller in the seller may fine the seller in the seller in the seller may fine the seller in		41* mancing in an amount not to exceed% of the purchase price or \$, with a fixed interest
The state of the state of the state of the principal amount, for a term or	4	42° not to exceed% per year with an initial variable interest rate not to exceed%, with points or commit-
years, with idditional terms as follows:  Buyer will timely provide any and all credit, employment, financial and other information reasonably fequired by at feather. Buyer will use good faith and reasonable diligence to () obtain Loan Approval within	4	of the property of the principal amount for a term of the principal over
Buyer will timely provide any and all credit, employment, financial and other information reasonably tequired by a related. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within	4	years, with additional terms as follows:
felicider, Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within   days (45 days)	4	
felicider, Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within   days (45 days)	4	Buyer will timely provide any and all credit, employment, financial and other information reasonably required by
ell blank? rom Effective Date (Loan Approval Date). (ii) satisfy terms and conditions of the Loan Approval, and the series of contract the contract of the con	4	7 Suder. Buyer will tibe good faith and regionable diliterace to Gobbin Logo Approval with a
tilly close in the cean. Buyer will keep Seller and Broker fully Informed about took application status and sultrivortizes to mortgege I incker and lender to discloke all such information to Seller and Broker. Buyer will notify Seller immediate upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer may within		s (All high) from Effective Date (Long Approved Date) (I) activities and approved within 1
introgener introce and tender to disclose all such information to Seller and Broker. Buyer will notify Seller Immedia proposed by a lender. CANCELLATION: If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within		(iii) glose the long Range will know Calles and Carles (iii) satisfy terms and continues of the Loan Approval, and
pop obtaining mancing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and easy is days if blank) deliter written notice to Salter stating Buyer either walves this financing contingency or cancels this Contrat blank) deliter written notice to Salter stating Buyer either walves this financing contingency or cancels this Contrat blank) deliter written notice to Buyer at any time that the salts and the salts are salt in the contrat of the property. DEPOSIT(5) (for purposes of Paragra h 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contrad as self orth above or the tender fails or refuses to close on or before the Citoring Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except in obligations: stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good failth or reasonable diligence as set forth above. Seller will be entitled retain the Deposit(s) if the transaction does not close.  6. TITLE: \$ alfer has the legal capacity to and will convey marketable title to the Property by Saltery and the entitled retain to Beller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  6. TITLE: \$ alfer has the legal capacity to and will convey marketable title to the Property by Salter's expense and retain the Deposit(s) if the transaction does not close, and pay for the interest and closing services. \$ aller will, at (check one) \$ and pay for the itle source of title. The party who pays the premium for the title insurance policy will select the closing agent of the property as a pay pay for the		mortinera lichar and for the distinct of the light of the
reasonable diligence, falls to obtain Loan Approval by Loan Approval Date, Buyer may within days (3 days, if so blank) delik er written notice to Seller stating Buyer either walves this financing contingency or cancels this Contract by delivering written notice to Buyer at any time thereafter; Juless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by costing, of three conditions of Loan Approval related to the Property of the Prope		a minimiser in the female to disciple all such information to Seller and Broker. Buyer will notify Seller immedia
blank) delit et written notice to Seller stating Buyer either walves this financing contingency or cancels this Contract if Buyer de se nicither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been walved, this Contract shall remain subject to the satisfaction, by closing, of thisse conditions of Loan Approval related to the Property. DEPOSIT(5) (for purposes of Paragraph 5 only): If Buyer has used good falth and reasonable diligence but soos not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender falls or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, sate forth above or Buyer falls to use good falth or reasonable diligence as set forth above. Selfer will be entitled retain the Daposit(s) if the transaction dess not close.  6. FITLE: \$alfer has the legal capacity to and will convey marketable little to the Property by @statutory warranty dead   other   according to the transaction dess not close.  6. FITLE: \$alfer has the legal capacity to and will convey marketable little to the Property by @statutory warranty dead   other   according to the transaction dess not close.  6. FITLE: \$alfer has the legal capacity to and will convey marketable little to the Property by @statutory warranty dead   other   according to the transaction dess not close.  6. FITLE: \$alfer has the legal capacity to and will convey marketable little to the Property by @statutory warranty dead   other   according to the transaction of the property taxes for the year of closing; covenants, restrictions and public utility reserved their exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the property as   after Effective Deta   or at least   days before Closing Deta		upon obtaining manding or being rejected by a lender, CANCELLATION: If Buyer, after using good faith and
if Buyer de se neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time streamer. Jiness this financing contingancy has been waived, this, Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragra sh 5 only): If Buyer has used good falth and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter sikher party elects to cancel this Contract as set forth above or the lender falls or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except of obligations: stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer falls to use good falls or reasonable diligence as set forth above. Seller will be entitled to retain the Daposit(s) if the transaction does not close.  6. TITLE; \$ alter has the legal capacity to and will convey marketable little to the Property by Wistatutory warranty reasonable diligence as set forth above. Seller will be entitled to the Property of Wistatutory warranty in the Daposit(s) if the transaction does not close.  6. TITLE; \$ alter has the legal capacity to and will convey marketable little to the Property by Wistatutory warranty reasonable diligence as set forth above. Seller will be entitled to the Property by Wistatutory warranty in the Daposit(s) if the transaction does not close.  6. TITLE; \$ alter has the legal capacity to and will convey marketable little to the Property by Wistatutory warranty reasonable diligence as set forth above. Seller will be usually to the property of property taxes for the year of least and entitle to property taxes for the year of least and entitle to property taxes for the year of least and property taxes for the year of least and property and the	-	reasonable diligence, falls to obtain Losn Approval by Loan Approval Date, Buyer may within days (3 days
if Buyer de se neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time streamer. Jiness this financing contingancy has been waived, this, Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragra sh 5 only): If Buyer has used good falth and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter sikher party elects to cancel this Contract as set forth above or the lender falls or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except of obligations: stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer falls to use good falls or reasonable diligence as set forth above. Seller will be entitled to retain the Daposit(s) if the transaction does not close.  6. TITLE; \$ alter has the legal capacity to and will convey marketable little to the Property by Wistatutory warranty reasonable diligence as set forth above. Seller will be entitled to the Property of Wistatutory warranty in the Daposit(s) if the transaction does not close.  6. TITLE; \$ alter has the legal capacity to and will convey marketable little to the Property by Wistatutory warranty reasonable diligence as set forth above. Seller will be entitled to the Property by Wistatutory warranty in the Daposit(s) if the transaction does not close.  6. TITLE; \$ alter has the legal capacity to and will convey marketable little to the Property by Wistatutory warranty reasonable diligence as set forth above. Seller will be usually to the property of property taxes for the year of least and entitle to property taxes for the year of least and entitle to property taxes for the year of least and property taxes for the year of least and property and the	53	Diank) deliver written notice to Seller stating Buyer either walves this financing contingency or cancels this Contra
preference. Thises this financing contingency has been weived, this Contract shall remain, subject to the seatisfaction, by closing, of times conditions of Lean Approval related to the Property. DEPOSIT(\$) (for purposes of Paragra ph 5 only): If Buyer has used good falth and reasonable diligence but does not obtain Loan Approval plate and thereafter either party elects to cancel this Contract as set forth above or the leader falls or refuses to close on or before the Closing Date without fault on Buyers part, the Deposit(s) shall be returned to Buyer, whereupen both parties will be released from all further obligations under this Contract, except it obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract set of the above or Buyer falls to use good faith or reasonable diligence as set forth above. Seller will be entitled as set forth above or Buyer falls to use good faith or reasonable diligence as set forth above. Seller will be entitled in the Daposit(s) if the transaction dens not close.  6. TITLE; \$ siler has the legal capacity to and will convey marketable title to the Property by V statutory warranty reasonable diligence as set forth above. Seller will be entitled in the Daposit(s) if the transaction dens not close.  6. TITLE; \$ siler has the legal capacity to and will convey marketable title to the Property by V statutory warranty from the Seller, but subject to properly taxes for the year of closing; covenants, restrictions and public utility essentials of record; existing zoning and governmental regulations; and (list any other matters to which title will be provided there exists at closing no violation of the foregoing and none of them prevents Buyer's Intended use of the Property as the premium for the title insurance policy will select the dosing agent will provide the exist and closing applications, and pays for the evidence of Title: The party who pays the premium for the title insurance policy will select the dosing agent to the p	54	If Buyer of as neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time
satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(\$) for purposes of Paragraph 5 only: if Buyer has used good falth and reasonable difference but does not obtain Loan Approval by Loan Approval Date and thereafter sither party elects to cancel this Contract as set forth above or the lender falts or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(\$) shall be refuged to give, whereupon both parties with be released from all further obligations under this Contract, except obligations, islated herein as surviving the termination of this Contract, if neither party elects to terminate this Contract as set forth above or Buyer falls to use good faith or reasonable diligence as set forth above, Selfer will be entitled retain the Daposit(\$) if the transaction does not close.  6. TITLE; \$\frac{1}{2}\text{ filer has the legal capacity to and will convey marketable title to the Property by statutory warranty dead the Daposit(\$) if the transaction does not close.  6. TITLE; \$\frac{1}{2}\text{ filer has the legal capacity to and will convey marketable title to the Property by statutory warranty dead the Daposit(\$) if the iransaction does not close.  6. TITLE; \$\frac{1}{2} filer has the legal capacity to and will convey marketable title to the Property by statutory warranty dead	55	mereaner. Unless this financing contingency has been waived, this Contract shall remain subject to the
of Paragra sh 5 only: if Buyer has used good falth and reasonable diffeence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender falls or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except if obligations slated herein as surviving the termination of this Contract, if neither party elects to terminate this Contract as set forth above or Buyer falls to use good faith or reasonable diligence as set forth above, Selfer will be entitled retain the Daposk(s) if the transaction does not close.  6. TITLE: \$ elfer has the legal capacity to and will convey marketable title to the Property by  statutory warranty dead	56	sabstaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSITIS) (for numbers
Approval by Loan Approval Date and thereafter alther party electa to cancel this Contract as set forth above or the set and refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except obligations: stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer falls to use good faith or reasonable diligence as set forth above. Seller will be entitled the property by seller will be entitled to the Property by statutory warranty dead ofther.  6. TITLE: Saller has the legal capacity to and will convey marketable title to the Property by statutory warranty dead ofther. It is subject to properly taxes for the year of closing; covenants, restrictions and public utility exemines of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  6. TITLE: Saller has the legal capacity to and will convey marketable title to the Property by statutory warranty dead ofther. It is subject to properly taxes for the year of closing; covenants, restrictions and public utility exemines of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  6. TITLE: Saller has the legal capacity to and will convey marketable title insurance policy will select the closing agent and pay for the title sound of the property taxes for the year of closing, and none of them prevents Buyer's intended use of the property as and pay for the little sound of the foregoing and none of them prevents Buyer's intended use of the sall pay for the title insurance commitment by a Florida licensed title insurance policy will select the closing agent of the property as a paying for the evidence of title and Saller has an observe the property of the evidence of the proposed insurer as a base for relasuance of coverage may be	<b>57</b> ·	of Paragraph 5 only); if Buyer has used good fallh and reasonable diligence but does not obtain I can
be tender table or Petuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be or returned to Buyer, whereuppen both perries will be released from all further obligations under this Contract, except obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer falls to use good faith or reasonable diligence as set forth above. Seller will be entitled as set forth above or Buyer falls to use good faith or reasonable diligence as set forth above. Seller will be entitled to retain the D sposit(s) if the transaction does not close.  6. FITLE; \$\frac{1}{2}\$ siller has the legal capacity to and will convey marketable title to the Property by \$\subseteq\$ statutory warranty reasonable of the position of the foregoing and sellents, easterding and encumbrances of record or known to \$4\$ fler, but subject to property taxes for the year of closing; covenants, restrictions and public utility escentially the subject of the year of closing; covenants, restrictions and public utility as subject.  6. FITLE; \$\frac{1}{2}\$ siller has the legal capacity to and will convey marketable title to the Property by \$\subseteq\$ statutory warranty capacity of the year of closing; covenants, restrictions and public utility as subject.  6. FITLE; \$\frac{1}{2}\$ siller has the legal capacity to and will convey marketable title to the Property by \$\subseteq\$ statutory warranty capacity of the violet of title will be desired in the property desired or feed of the year of closing and under the year of closing part to year of the market of title and before the perpendicular of the property by an existing title subject of the property is a paying for the existing time. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed frigurer as a base for relisaurice of coverage may be used. The prior policy will include copies of all pulcy exceptions and an update in	58	Approval by Loan Approval Date and thereafter either party elects to cancel this Contrart as set forth above or the
returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, is neither party elects to terminate this Contract, obligations stated herein as surviving the termination of this Contract, if neither party elects to terminate this Contract, obligations stated herein as surviving the termination of this Contract, if neither party elects to terminate this Contract, or neither party elects to terminate this Contract, if neither party elects to terminate this Contract, if neither party elects to the milities as set forth above, Seller will be entitled the Daposition of Buyer and properly by statutory warranty dead of the Daposition of the legal capacity to and will convey marketable title to the Property by statutory warranty dead of the Property by statutory warranty and of the Daposition of the legal capacity to and will convey marketable title to the Property by statutory warranty warranty and pay for feeding and governmental regulations; and (list any other matters to which title will be subject)  [As Evider see of Title: The party who pays the premium for the title insurance policy will select the dosing agent and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and seller before the party of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  [In the proposed insurer as a base for relissuance of coverage may be used. The prior policy will include capits of all pulcy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the avidence of title.  [b) Title Examination: Buyer will, within 15 days from	59	lender falls or refuses to dose an or hafore the Clasing Deta without fault on Buyer's part, the Deposition is all the
obligations: stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above. Seller will be entitled tested in the Daposit(s) if the transaction does not close.  6. FITLE: \$\frac{1}{2}\$ siler has the legal capacity to and will convey marketable title to the Property by \$\sqrt{2}\$ statutory warranty free of liens, easements and encumbrances of record or known to \$\frac{1}{2}\$ siler has the legal capacity to and will convey marketable title to the Property by \$\sqrt{2}\$ statutory warranty free of liens, easements and encumbrances of record or known to \$\frac{1}{2}\$ siler has the legal capacity to and will convey marketable title to the Property by \$\sqrt{2}\$ statutory warranty free of liens, easements and encumbrances of record or known to \$\frac{1}{2}\$ statutory warranty free of liens, easements and encumbrances of record or known to \$\frac{1}{2}\$ statutory warranty free of liens, easements and encumbrances of record or known to \$\frac{1}{2}\$ statutory warranty free of liens, easements and encumbrances of record or known to \$\frac{1}{2}\$ statutory warranty free of liens, easements and encumbrances of record or known to \$\frac{1}{2}\$ statutory warranty free or liens, easements and encumbrances or feasing built in the property is liftly will be easements or feasing and governmental regulations; and (list any other matters to which title will be any before closing and none of them prevents Buyer's intended use of the property appears and developing to the title insurance policy will select the dosing agent any selections and allower tempers the closing policy will include copies of the jurchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the existing firm, However, if such an abstract is not available to \$\frac{1}{2}\$ siler then (I) above will include copies of all occuments recited in the prior policy and in the update. If suc	•	Centimed to Brucer whorsemen both parties will be released from all fauther obligations and the Deposites from the
as set forth above or Bruyer fails to use good faith or reasonable diligence as set forth above. Seller will be entitled retain the D sposition in the U sposition of the transaction does not close.  6. TITLE: \$aller has the legal capacity to and will convey marketable title to the Property by statutory warranty dead other. In the property taxes for the year of closing; coverants, restrictions and public utility easements of sciency and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) seller's and pay for the title search and closing services. Seller will, at (check one) seller's days of any seller's price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after effective Date.  (ii) in the update of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relasuance of coverage may be used. The prior policy will include copies of all pulloy exceptions and an update in a format acceptable to Buyer from the policy effective date and cartifier to Buyer or Buyer's closing agent together with copies of all pullow exceptions and an update in a format acceptable to Buyer from the policy effective date and in the update. If such an abstract or prior policy is not available to Seller then (I.) above will be the avidence of title.  (b) Title Examination; Buyer will, within 15 days fro		oblingtions stated because or unitalized to be be seen of the Product of the Prod
6. TITLE; \$ aller has the legal capacity to and will convey marketable title to the Property by statutory warranty dead of the statutory warranty marketable title to the Property by statutory warranty dead of the statutory warranty and statutory warranty and statutory warranty thrown to settler, but subject to properly taxes for the year of closing; covenants, restrictions and public utility exeminis of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the property as  (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) seller's buyer's expense and subject only of days after Effective Date or at least days before Closing Date deliver to Buyer's expense and discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the jurchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  [In the insurance commitment by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed figurer as a base for releasuance of coverage may be used. The prior policy will include copies of all pulley exceptions and an update in a format acceptable to Buyer in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the avidence of title.  (b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Bu		as set finds above or Binan Set at the manufacture of this Control of the Control
6. TITLE; \$\frac{1}{2} \text{ifer has the legal capacity to and will convey marketable title to the Property by \$\subsection{1}{2} \text{statutory warranty} \text{dead} \bigcup \text{oth} \text{iffer} \text{oth} ot		to be the first of the first of the first of the good faith of feasonable diligence as set form above, seller will be entitled
dead	03	Lordin tils na shoarfe) ir tile nausaction deas vot stože.
fies of liens, easements and encumbrances of record or known to Settler, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of frecord; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the property as  [a) Evider to of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) [a] Settler's [a] Buyer's expense and any pay for the title search and closing services. Seller will, at (check one) [a] Settler's [a] Buyer's expense and the pay for the title search and closing services. Seller will, at (check one) [a] Settler's [a] Buyer's expense and any pay for the title search and closing services. Seller will, at (check one) [a] Settler's [a] Buyer's expense and the pay pay for the title search and closing services. Seller will, at (check one) [a] Settler's [a] Buyer's expense and the pay pay for the title insurance commitment by a floridal ticensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the junchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after effective Dete.  [a] [a] [b] [b] [b] [c] [c] [c] [c] [c] [c] [c] [c] [c] [c		
known to Settler, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Eviderice of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one)    (a) Eviderice of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one)    (b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver acceptable to Seller in the apolicy acceptable of title bayer of Buyer's expense and one of the proposed insurer as a base for releasuance of coverage may be used. The prior policy will include copies of all pulloy exceptions and an update in a format acceptable to Buyer from the policy acceptable in the update. If such an abstract or prior policy is not available to Seller then (I.) above will be the avidence of title.  (b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver proper notice of defects or		C TITLE Calles has the level on a state of a section of the sectio
easements of fecord; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  [a) Evider ice of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) [a] Seller's [b] Buyer's expense and [a] [b] [b] [b] [c] [c] [c] [c] [c] [c] [c] [c] [c] [c		6. TITLE: Saller has the legal capacity to and will convey marketable little to the Property by statutory warranty
provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the property as	65*	dead [_Other of liens, easements and encumbrances of record or
provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the property as	65°	deedother, free of liens, essements and encumbrances of record or known to Seller, but subject to properly taxes for the year of closing; covenants, restrictions and public utility
provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as	65° 66 67	deadother
(a) Evider ice of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and days before Closing Date deliver to Buyer (check one)  (i.) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  (ii.) In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relaxuance of coverage may be used. The prior policy will include copies of all pulicy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (I.) above will be the evidence of little.  (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	65° 66 67 68°	deadother
(a) Eviderice of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and representation of the fitte search and closing services. Seller will, at (check one) Seller's Buyer's expense and days before Closing Date deliver to Buyer (check one)  (i.) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  (ii.) In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relaxuance of coverage may be used. The prior policy will include copies of all pullcy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of little.  (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer falls to deliver proper notice of defects or	65° 66 67 68°	dead [] other, free of liens, easements and encumbrances of record or known to Seller, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)
(a) Eviderice of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and days before Closing Date deliver to Buyer (check one)  (i.) It title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  (ii.) In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relasuance of coverage may be used. The prior policy will include copies of all pulley exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of little.  (b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	65° 66 67 68° 69°	dead [] other free of liens, essements and encumbrances of record or known to Seller, but subject to properly taxes for the year of closing; covenants, restrictions and public utility essements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
and pay for the title search and closing services. Seller will, at (check one)  Seller's Buyer's expense and days before Closing Date deliver to Buyer (check one)  (i.) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  [III.] In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all pulicy exceptions and an update in a format acceptable to Buyer from the policy effective date and cartified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the avidence of title.  (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	65° 66 67 68° 69°	dead [] other free of liens, essements and encumbrances of record or known to Seller, but subject to properly taxes for the year of closing; covenants, restrictions and public utility essements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
and pay for the title search and closing services. Seller will, at (check one)  Seller's Buyer's expense and days before Closing Date deliver to Buyer (check one)  (i.) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evident so filtle and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  [III.] In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all pullcy exceptions and an update in a format acceptable to Buyer from the policy effective date and cartified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the avidence of title.  (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	65° 66 67 68° 69°	deed other, free of liens, easements and encumbrances of record or known to Seller, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
Available   Avai	65° 66 67 68° 69°	deed other free of liens, easements and encumbrances of record or known to Seller, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
(i.) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the nurchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.    (ii.) In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relasuance of coverage may be used. The prior policy will include copies of all pulicy exceptions and an update in a format acceptable to Buyer from the policy effective date and certifies to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.    (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	65° 86 87 68° 69' 70 71°	deadother
discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the nurchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  [II.] In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relaxuance of coverage may be used. The prior policy will include copies of all pulley exceptions and an update in a format acceptable to Buyer from the policy effective date and certifiest to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (I.) above will be the evidence of title.  [b] Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	65° 86 87 68° 69' 70 71°	deadother
of the nurchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Selfer has an owner's policy, Selfer will deliver a copy to Buyer within 15 days after Effective Date.  [III.] In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Selfer, then a prior owner's title policy acceptable to the proposed insurer as a base for relaxuance of coverage may be used. The prior policy will include copies of all pulley exceptions and an update in a format acceptable to Buyer from the policy effective date and cartifies to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Selfer then (I.) above will be the evidence of title.  [b] Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Selfer of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	65° 66° 67° 68° 70° 71°	case   other   free of liens, easements and encumbrances of record or known to Seller, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)
evidence of little and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  [III] an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relaxuance of coverage may be used. The prior policy will include copies of all pulicy exceptions and an update in a format acceptable to Buyer from the policy effective date and certifiest to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (I.) above will be the evidence of title.  [b] Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	65° 66° 67° 68° 70° 71° 74° \range 7	deadother
Effective Date.  [1] (II.) In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all pulicy exceptions and an update in a format acceptable to Buyer from the policy effective date and certifies to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (I.) above will be the evidence of title.  [87] (b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	65° 66° 67° 68° 70° 71° 74° \range 76° 76°	deadother
[II.] In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all pulley exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.  (b) Title E) amination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	66 69 70 71 74 N	deadother
existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all pulicy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (I.) above will be the evidence of title.  (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	65° 86 67 68° 69° 70 71° 74° 10° 76 76 77	known to Seller, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and within selective Date or at least days before Closing Date deliver to Buyer (check one)  (i.) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after
to the proposed insurer as a base for relaxuance of coverage may be used. The prior policy will include copies of all pulicy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (I.) above will be the evidence of little.  (b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	65° 66° 70° 71° 76° 76° 78° 78° 78° 78° 78° 78° 78° 78° 78° 78	known to Seller, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and within selective Date or at least days before Closing Date deliver to Buyer (check one)  (i.) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.
of all pulley exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Selter then (i.) above will be the avidence of title.  (b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Selter of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	55° 66° 67° 70° 71° 76° 78° 78° 78° 78° 78° 78° 78° 78° 78° 78	which it is search and closing services. Seller will, at (check one) and select the design and pay for the title insurance commitment by a florida licensed title insurance commitment by a florida licensed title insurance control of the services and closing services. Seller will, at (check one) are designed to be super (check one) (i.) In title insurance commitment by a florida licensed title insurance and those matters to which title will be select the closing agent and pay for the title search and closing services. Seller will, at (check one) (iii) in title insurance commitment by a florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the jurchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  [(ii.) in abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
of all pulley exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the avidence of title.  (b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	55° 66° 67° 70° 71° 76° 78° 78° 78° 78° 78° 78° 78° 78° 78° 78	known to Settler, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and days after Effective Date or at least days before Closing Date deliver to Buyer (check one)  (i) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amound of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  (ii.) In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable.
certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not evaluable to Seller then (i.) above will be the evidence of little.  (b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	75 86 77 78 78 80° 81	known to Settler, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evider to of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one)  Settler's Buyer's expense and within selective Date or at least days before Closing Date deliver to Buyer (check one)  (i.) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amou of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  (ii.) In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.  (b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	76 76 78 80° 81 82	known to Stiller, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evider ace of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and within 5 days after Effective Date or at least days before Closing Date deliver to Buyer (check one)  (i.) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amound the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing inm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all pulley exceptions and an update in a format acceptable to Buyer from the policy effective date and
title.  (b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	76 76 77 78 78 80 81 82 83	known to Settler, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evider ice of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Settler's Buyer's expense and within set days after Effective Date or at least days before Closing Date deliver to Buyer (check one)  (i.) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amoun of the nurchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  (ii.) In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relassuance of coverage may be used. The prior policy will include copies of all pulley exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer's closing agent together with copies of all documents recited in the prior policy and certified to Buyer's closing agent together with copies of all documents recited in the prior policy and certified to Buyer's closing agent together with copies of all documents recited in the prior policy and certified.
(b) Title Examination; Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	76 89 70 71 76 77 78 79 80 81 82 83 64	known to Settler, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evider ice of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Settler's Buyer's expense and within set days after Effective Date or at least days before Closing Date deliver to Buyer (check one)  (i.) In title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amoun of the nurchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  (ii.) In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relassuance of coverage may be used. The prior policy will include copies of all pulley exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer's closing agent together with copies of all documents recited in the prior policy and certified to Buyer's closing agent together with copies of all documents recited in the prior policy and certified to Buyer's closing agent together with copies of all documents recited in the prior policy and certified.
of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	76 89 70 71 76 77 78 79 80 81 82 83 64 85	known to Settler, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements are record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evider ace of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) \( \text{Seller's} \) Seller's \( \text{Buyer} \) expense and \( \text{Wwithin!} \) days \( \text{After Effective Date} \) or at least \( \text{days before Closing Date deliver to Buyer (check one) } \( Ville insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amou of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of little and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  (II.) in abstract of little, prepared or brought current by an existing abstract firm or certified as correct by an existing; firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relassuance of coverage may be used. The prior policy will include copies of all pulicy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the avidence of
of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or	76 76 77 78 78 80 81 82 83 64 85	known to Settler, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements are record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evider ace of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) \( \text{Seller's} \) Seller's \( \text{Buyer} \) expense and \( \text{Wwithin!} \) days \( \text{After Effective Date} \) or at least \( \text{days before Closing Date deliver to Buyer (check one) } \( Ville insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amou of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of little and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  (II.) in abstract of little, prepared or brought current by an existing abstract firm or certified as correct by an existing; firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relassuance of coverage may be used. The prior policy will include copies of all pulicy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the avidence of
	76 76 79 80 81 82 83 84 85 88	known to Setter, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Isalier's Buyer's expense and discharged by seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amound the jurchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  [(ii.) In abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relissuance of coverage may be used. The prior policy will include copies of all pullcy exceptions and an update in a format acceptable to Buyer from the policy effective date and certifier to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of little.
69" Buyeril MM ( ) and Ballet ( ) and policy of a party of the page 2 of 8 Party	76 89 70 71 76 79 80 81 82 83 84 85 88	known to Settler, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as  (a) Evider ice of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and within select the description of the foregoing and none of them prevents Buyer's expense and within select the closing agent and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and within select the first expense and graph of the first expense of the first expense of title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the jurchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy. Seller will deliver a copy to Buyer within 15 days after Effective Date.  [(ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as cornect by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for relasuance of coverage may be used. The prior policy will include copies of all pulicy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of l
	76 89 70 71 76 79 80 81 82 83 84 85 88	free of lens, easements and encumbrances of record or known to Satter, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject)  provided there exists at closing no violation of the foregoing and none of them prevents Buyer's Intended use of the Property as  (a) Evider ice of Title: The party who pays the premium for the title insurance policy will select the dosing agent and pay for the title search and closing services. Seller will, at (check one)

DocuSign Envelope ID: AEA46E80-808F-489D-A38B-B6DB178AE7B1

DocuSign Envelope ID: 666BF1C6-2658-4C23-8B3C-7954AD9E932B

	(2) Buyer delivers proper written notice and Seller cures the defects within 10 days from receipt of the notice
B.	"Curative Period"). If the defects are pured within the Curative Period, closing will occur within 10 days from receipt
92	Py Buyler of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect
98	The state of the s
94	
95	accept title subject to existing defects and close the state without reduction in purchase price.
98	٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ - ١٠٠٠ -
67	A A A A A A A A A A A A A A A A A A A
98	apa offications, and engineering documents, if any, and the following documents relevant to this transaction:
99"	Environmental Surveys, (Phase 1/Phase 2). Existing Survey  Reports and Documentalon afready existing
100	
101	transaction does not close, all documents provided by Saller will be returned to Seller within 10 days from the
102	date: this Contract is terminated.
103	
104	evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
105	engioachments on the Property or that the Improvements encroach on the lands of another. 🗍 Haver will
106*	accept the Property with existing encroachments 📝 such encroachments will constitute a title defect to be
107	cured within the Curative Period.
108	(d) Ingniss and Egress; Seller warrants that the Property presently has ingress and egress.
tos	7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as Is"
110	condition, Prdinary wear and lear excepted, and will maintain the landscaping and grounds in a comparable condition.
<b>†11</b>	Seller makes no warrantles other than marketability of title. In the event that the condition of the Property has
112	materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and
113	receive a nature of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Ruyer
114	walves all (laims against Seller for any defects in the Property. (Check (a) or (b))
116	(a) As is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
116	condition,
117*	(b) Due Diligence Period: Buyer will, at Buyer's expense and within 45 days from Effective Date ("Due
118	Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's
110	intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period.
120	Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary
121	to determine to Buyer's setisfaction the Property's engineering, architectural, environmental properties; zoping and
122	zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of
128	access to public roads, water, and other utilities; consistency with local, state and regional growth management and
124	comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125	American with Disabilities Act; absence of aspectos, soll and ground water contamination; and other inspections
126	that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and
127	development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of
128	Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
129	requirement will constitute acceptance of the Property In its present "as is" condition. Seller grants to Buyer, its
130	agents, contractors and assigns, the right to enter the Property at any time during the Due Diligerica Period for the
181	purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132 138	Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,
134	damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage
135	in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written
136	consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting
197	from the Juspections and return the Property to the condition it was in prior to conduct of the Inspections, and
136	(2) Buyer will, at Buyer's expense release to Seiler all reports and other work generated as a result of the
139	Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's
140	deposit will be immediately returned to Buyer and the Contract terminated.
د سدد	(a) Migliot Manuals Incorporations Commander on the day and the da
141 (	(c) Walk-through inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the
1427 Buy	ver ( ) and Seller ( ) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages,
	<u> </u>
	•

 DocuSign Envelope (.): 6868F1C6-2658-4C23-8B3C-7854AD9E9328

- parties, conduct a final "walk-through" inspection of the Property to determine compilance with this paragraph and to ensure that all Property is on the premises.
- 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent.
- 9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.
- (a) Pos session and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.
- (b) Cost is: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to obsing and falls to do so, Buyer may use purchase proceeds to satisfy the encumbrances.
- (c) Documents: Seller will provide the deed; bill of sale; mechanic's ilen affidavit; originals of those assignable 15P service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each 160 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its 161 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer. 162 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium 169 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant 164 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; 165 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in 186 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information 167 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors 168 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and 169 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security 170 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and 171 172 financing statements.
- (d) Taxel and Prorations: Real estate taxes, personal property taxes on any langible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.
- (e) Special Assessment Liene: Certified, confirmed, and ratified special assessment liens as of the Closing Date 179 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will 180 pay all installments due and payable on or before the Closing Date, with any installment for any period extending 181 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the 162 Closing Dute. Buyer will be responsible for all assessments of any kind which become due and owing after Closing 163 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially 184 completed as of the Closing Date but has not resulted in a lien before closing, Sellier will pay the amount of the last 165 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and 186 does not apply to condominium association special assessments. 187
- (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

DocuSign Envelope ID: 6668F1C6-2658-4G23-8B3C-7954AD9E932B

- Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withtholding requirement, Setter will deliver to Euger at closing the additional cash necessary to satisfy the requirement.
- 195 19. ESCRCIW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to
  197 receive, deposit, and hold funds and other properly in escrow and, subject to collection, disburse them in accordance
  198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
  199 escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross
  200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
  201 (a) hold the ascrowed items until the parties mutually agree to its dispursement or until a court of competent
  202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the cierk of
  203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
  204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
  205 Agent is a licensed real estate broker, Agent will comply with Chapter 476, Florida Statutes. In any suit in which Agent
  206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
  207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrewed items and
  208 charged and awarded as court costs in favor of the prevailing party.
- 209 11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged 210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party will have 5 days (5 days if left blank) after 212 delivery of \$ 1.00 notice to cure the non-compliance. Notice and cure shall not apply to failure to close.
- 213 12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is 214 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit 215 will be returned in accordance with applicable Florida Laws and regulations.

#### 216 13. DEFAULT:

- (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific purformance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.
- (b) In the exent the sale is not closed due to any default or failure on the part of Buyer. Seller may either (1) retain 221 22Ż all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate of (2) seek 223 specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent 224 of all forfelled deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the 225 brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate 225 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving 227 any remet y for Buyer's default. 228
- 229 14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the 230 prevailing parity, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable 231 attorneys' fees, costs, and expenses.
- 232 15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or 233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, 234 document, or item given by or delivered to an attorney or real estate licenses (including a transaction broker) 235 representing a party will be as effective as if given by or delivered to that party.

### 236 16, DISCLOSURES;

297 236	(a) Communical Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
289	real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net
2407	Buyer ( ) and Sellar ( ) Ecknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

# DocuSign Envelope J. ): 666BF1C6-2658-4C23-8B3C-7864AD9E932B

proces do is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any 241 interest in real property. This lien right cannot be waived before the commission is earned. (b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special 244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such 244 liens, if any, shall be paid as set forth in Paragraph 9(e). .245 (c) Rad on Gas; Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in 246 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that 247 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon 248 and ration testing may be obtained from your county public health unit. 249 (d) Energy-Efficiency Rating information: Buyer acknowledges receipt of the information brochure required by 250 Section 553.996, Florida Statutes. 251 252 17. RISK CF LOSS: (a) if, after the Effective Date and before closing, the Property is demaged by fire or other casualty. Seller will bear 253 the risk of loss and Buyer may cancel this Contract without flability and the deposit(s) will be returned to Buyer. 254 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller 255 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any 256 insurance) proceeds payable for the damage. Soller will cooperate with and assist Buyer in collecting any such 257 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the フトル 258 Buyer. (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the 260 right of enrinent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this 261 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of 262 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at 283 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with 264 and assist Buyer in collecting any such award. 265 288-18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise [ ] is 287 not assignable ☑ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment 266 agreement to the Saller at least 5 days prior to Closing. The terms "Buyer," "Selfer" and "Broker" may be singular or 268 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns 270 (If assignment is permitted). 271 19. MISCELI ANEOUS: The lerms of this Contract constitute the entire agreement between Buyer and Seller. 272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. 273 Signefures, ir itials, documente referenced in this Contract, counterparts and written modifications communicated 274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or 275 typewritten to ms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract 276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be 277 construed untier Florida law and will not be recorded in any public records. 278 20. BROKER'S; Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, 279 a licensed real estate Broker other than: (a) Seller'n Broker; SVN Alliance Tim Davis (Company Name) (Licensee) 1275 W. Granada Blvd, Suite 5B, Ormond Beach FL 32174 (Address, Telephone, Fex, E-mail)

who [] is a single agent [] is a transaction broker [] has no brokerage relationship and who will be compensated

) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

by ☑ Selic⊪ ☐ Buyer ☐ both parties pursuant to ☑ a listing agreement ☐ other (specify)

2801

281

282

284\*

2851 288

287° Buye

DozuSign Envelope ID; AE446E60-80BF-489D-A38B-B6DB178AE7B1 DecuSign Envelope (f.); 666BF1C6-2658-4C23-8B3C-7954AD9E932B (b) Buyer's Broker: SVN Alkance 77m Davis (Company Name) (Licensee) 290° 1275 W. Greneda Blvd, Suite 5B Ormand Beach FL 32174 291 (Address, Telephone, Fax, E-mail) who ☐ is a single agent ☑ is a transaction broker ☐ has no brokerage relationship and who will be compensated. 292\* by Saller's Broker Seller Buyer both parties pursuant to pan MLS offer of compensation of ther (specify) 4% of the gross Purchase Price sallo- and Bust together) 295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to 205 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to ger indemnify and held Broker harmless from and against losses, damages, costs and expenses of any kind, including  $\mathcal{M}$ 200 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is zee inconsisterit with the representation in this Paragraph, (2) enforcement action to collect a prokerage fee pursuant to 300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of and services regulated by Chepter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and soz expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer. 309 21. OPTICITAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to 304 this Contract); 205° Arbitration Seller Warranty ☐ Existing Mortgage Section 1031 Exchange 508 Coastal Construction Control Line D Buyer's Attorney Approval Property Inspection and Repair 🖸 Flood Area Hazard Zone 307\* Seller's Attorney Approval Self-r Representations Seller Financing ☐ Other 309 22. ADDITIONAL TERMS:

322 ADV 328 FAC 324 PRO 325 EFFE 320 REPO 327 ADV 328 REPO 320 THE I 331 AND 332 AND	INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE SSICILAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR TING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER SENTIATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER SENTIATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF PRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS VER WHENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGES. THAT MATERIALLY AFFECT PROPERTY VALUE.	ER
CC-4 Paul	50016 Falls and The Deciman Parks	

## Docusign Envelope ID: 6(8BF1C6-2658-4C23-6B3C-7854AD9E9328

- see nark/ that such clonistony has full nower and suth	party that is a business entity represents and warrants to the other orthy to enter into and perform this Contract in accordance with its	3
336 terms and each person executing this Contract a ssr to do so.	and other documents on behalf of such party has been duly author	112
938'	Date: 3/13/2018	_
339 Manufacture:		
a40- Michael Viunier	Tax ID No:	
341 (Typed or Printed Name of Buyer)		
s42º Title:	Telephone:	_
349•	Balar	
344		
345	Tax iD No:	_
546 (Typed or Printed Name of Buyer)	•	
347 Title:	Telephone;	
348' Buyer's Address for purpose of notice;		
	F-all	
- A		
SEO: Thate	Date: 3/14/2018	
360		
352' Dominique Elelannoy	Tax ID No:	
359 (Typed of Printed Name of Seller)		
ss4*Title: President	Telephone:	
	Date	
355°		
367°	Tax ID No:	
558 (Typed or Printed Name of Seller)		
ese-Title:	Telephone:	
•	,	
see Seller's Address for purpose of notice:		
est Faceimile:	Email:	_
standardized form should not be used in complex mensactions of with 9 and is not intended to identify the user as a REALTON. REALTON is a	the legal validity or adequacy of any provision of this form in any specific fransection. This powerful diders or additions. This form is available for use by the entire real state industry registered collective membership mark which may be used only by real estate licensece who as subscribe to its Code of Ethics. Thought or production of this form by any means including facsimile or computatized forms.	
	•	
C not		
192: Buyer ( ) and Seiler ( ) acknowledge re	ecalpt of a copy of this page, which is Page 6 of 8 Pages.	
- **	·	

### ADDENDUM TO CONTRACT

Seller: Domco, Inc.
Buyer: Michael Munier

Property Address: 730 East International Speedway

This addendum is made part of the Contract concerning the property referenced above:

Seller must deliver the Property at closing vacant and free of any leaseholds. If Seller fails to do so this contract will be terminable by Buyer and Buyer will be entitled to the return of the deposit.

MICHAEL MUNIER:

Date: 4/17/2018

Buyer: 49E66AA01BB945c.
Michael Munie

DOMCO, INC.:

Date: 4/17/2018

Seller: \_\_\_\_

Dominique De Lanney

# TENANT ESTOPPEL LETTER

This <b>ESTOPPEL LETTER</b> (this "Letter") has been executed this day of , 2018, by the Former Tenant of 730 East International Speedway Boulevard (the		
"Declarant"), to and for the benefit of Michael Munier, and its successor and assigns ("Beneficiary").		
RECITALS		
WHEREAS, the Beneficiary has entered into an agreement for the purchase and sale of certain real property being, lying, and situated at 730 East International Speedway Boulevard, Daytona Beach, Volusia County, Florida (the Property); and,		
WHEREAS, Declarant is a former tenant of the Property.		
NOW THEREFORE, Declarant hereby certifies to Beneficiary:		
The lease on the Property entered into between Declarant and Domco, Inc., ("Lease")  dated terminated on		
2. The undersigned is a former tenant on the Property pursuant to the Lease and hereby acknowledges and agrees that the Lease and all right title, and interest under the Lease and any estate created thereby has been terminated, and tenant has completely vacated the premises, as of the date or signature below.		
3. Declarant understands that this Letter will be relied on by Beneficiary.		

# FURTHER, AFFIANT SAYETH NAUGHT.

IN WITNESS WHEREOF, this Letter has been executed as of the date and year first written above.

# **DECLARANT:**

	By: Name: Title:
STATE OF	
This instrument was acknowledged by, the, on behalf of said entity.	d before me on the day of, 201_,, a
	Notary Public, State of:
	Printed Name:
	My commission expires: